

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE			
<b>INTEGRATED RESOURCE CONTRACT</b> <i>(Applicable to Contracts with Measurement after Harvest)</i>			
<b>National Forest Flathead</b>	<b>Ranger District Tally Lake</b>	<b>Region 01</b>	<b>Contract Number</b>
<b>Contract Name Beaver Lake North Stewardship</b>		<b>Award Date</b>	<b>Termination Date September 30, 2014</b>

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and 1/

a Corporation organized and existing under the laws of the State of Montana

hereinafter called Contractor.

Unless provided otherwise herein, Forest Service agrees to sell and permit Contractor to cut and remove Included Timber and Contractor agrees to purchase, cut, and remove Included Timber and complete required stewardship projects.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

#### UNITED STATES OF AMERICA

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Contracting Officer  
 (Title)

Two Witnesses: 2/

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Address)

By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Business Address)

I, 4/ \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this contract on behalf of Contractor, was then \_\_\_\_\_ of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE  
SEAL 5/

## INSTRUCTIONS:

1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of Montana" and specify the State; if Contractor is a partnership, state a "partnership consisting of \_\_\_\_\_" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_."

2/ The signatures and addresses of two witnesses are required if Contractor is other than a corporation.

3/ If Contractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

4/ The certificate must be completed if Contractor is a corporation.

5/ For companies incorporated in States that require a corporate seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/ <u>Subcontractor Certification</u> <u>Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</u>	
Contract Name: _____ National Forest: _____	
The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.	
Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.	
Name of Subcontractor: _____ Business Address: _____ _____	
_____	_____
Date	Signature
<u>1/</u> It is Contractor's responsibility to have Subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to Forest Service, except at the written request of Contracting Officer.	

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Forest Service**

**INTEGRATED RESOURCE CONTRACT**

September 2004  
(Date of Issue)

**PROVISIONS FOR MEASUREMENT OF PRODUCTS AFTER HARVEST**

This contract is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part B, Section B.1, Subsection B.1.1, and Item B.1.1.1. References to a Part include all Sections, Subsections, and Items within that Part; references to a Section include all Subsections and Items within that Section; and references to a Subsection include all Items within that Subsection. Cross-references within this contract cite the reference number of the applicable Part, Section, Subsection, and Item. Descriptive headings used are not to be considered in determining the rights and obligations of the parties.

Parts B through J are subject to Specific Conditions in Part A. Wherever appropriate, Specific Conditions established in Part A are cited by reference number. The listing of Sections, Subsections, or Items in provision A.21 has the effect of striking or deleting them from Part B through J. Provision A.22 lists provisions that comprise Part K. Where appropriate, references to Special Provisions are made by citing the applicable reference numbers.

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**A.4 – Timber Payment Rates**, applicable to D.1 and E.0

**A.4.1 – Escalated Rates**, applicable for Species and Products to be Paid for at Rates Escalated under D.2

Species	Product	Unit of Measure	Rates per Unit of Measure					Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$	Required Deposits Slash Disposal \$	
N/A								

**A.4.2 – Flat Rates**, applicable for Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure					Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$		
Lodgepole Pine (Live and Dead)	Sawtimber	Ton	\$1.37	\$16.02				\$0.22
Douglas-Fir and Other(Live and Dead)	Sawtimber	Ton	\$1.37	\$16.02				\$0.22
Combined Soft-wood(Live and Dead)	Non-Sawlog	Ton	\$0.36	\$0.36	0.00	\$.36		0.00

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A.4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.



**A.4.3 – Stewardship Credits**, applicable to E.2.2 and K-G.9

Mandatory Stewardship Projects						
Project Number	Project Description		Unit of Measure	Quantity	Bid Rate \$	Total Credits
001	Mechanized Fuels Reduction and Slash Treatment		Acre	16	\$	\$
002	Mechanized Fuels Reduction and Slash Treatment		Acre	14	\$	\$
			Total	30		
Optional Stewardship Projects						
Priority	Project Number	Project Description	Unit of Measure	Quantity	Bid Rate \$	Total Credits
	003	Mechanized Fuels Reduction(Mastication/Chipping)	Acre	14		

The following definitions are established for the terms used in A.4:

**Base Rates** are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under D.3.1, D.3.2, or D.3.3.

**Advertised Rates** are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A.7, but are never less than Base Rates.

**Bid Premium Rates** are the amounts by which Contractor's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in D.3.1, D.3.2, and D.3.3.

**Bid Rates** are the rates bid by Contractor (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in A.4.1 is the Tentative Rate that is subject to quarterly adjustment under D.2; for species and products in A.4.2, the Bid Rate is the Flat Rate.

**Required Deposits** are deposits that Contractor may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in K-F.3.2#; and contract scaling deposits, if any, are given in K-G.8.1.6#.

**Base Index** is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in D.2.

**A.5 – Indices Used in Quarterly Adjustment**, applicable to D.2

Species	Index Name and Date
N/A	N/A

**A.6 – High Stumps**, applicable to G.4.1.2

Species	Product	Maximum Stump Height (inches)
ALL	ALL	12

**A.7 – Specified Roads**, applicable to F.2

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (2003) - English

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Const. Staking <sup>1/</sup>
N/A	N/A						

<sup>1/</sup> Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to F.2.1.2.

**A.8 – Forest Service Engineering Completion Schedule**, applicable to F.2.1

Road No.	Road Name	Type of Work	Completion Date
N/A			

**A.9 – Scaling Instructions and Specifications**, applicable to G.8

Name and Date of Governing Instructions: FSH 2409.11A, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Governing instructions for products contained in C(T) Provisions follow: K-G.8.01, K-G.8.2.2#, K-G.8.2.3#, K-G.8.4.8 and K-G.8.4.9

Scaling Specifications					
Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
All	All	0	All	All	0

### **A.10 – Scaling Services, applicable to G.8.1**

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	All	Ton	Approved Locations with state certified scales meeting the requirements contained in G.8.1.4.	Total 100% Weight Scale	\$0.00

### A.11 – Minimum Scaling Volumes, applicable to G.8.1

Minimum volume for Continuous Scaling Services in two-week period	N/A	per scaler
Minimum volume for Intermittent Scaling Services	N/A on a	N/A basis

#### A.12 – Fire Precautionary Period, applicable to H.2

May 1 to September 30, inclusive

**A.13 – Contractor Responsibility to Furnish Crews and Equipment for:**

### Initial Fire Suppression, applicable to H.3

Within 10 road miles

**Fire Suppression Reinforcement**, applicable to H.3.1.2 and H.3.1.3

Within 50 road miles

#### A.14 – Contractor's Obligation per Operations Fire, applicable to H.4.1

**Maximum Amount:** \$ 1,300.00

### A.15 – Termination Date, applicable to I.2

September 30, 2014

### A.16 – Normal Operating Season, applicable to G.3.1, G.6.6, I.2.1, and J.3

**First Period:** July 1 to September 30, inclusive

**Second Period:** \_\_\_\_\_ to \_\_\_\_\_, inclusive

**A.17 – Performance Bond**, applicable to J.1

**Performance Bond Amount:** \$ 5,200.00

### A.18 – Downpayment, applicable to E.2.1.1

**Downpayment Amount:** \$ N/A

#### A.19 – Periodic Payment Amounts, applicable to E.2.1.3

	<u>Periodic Payment Determination Date</u>		<u>Amount</u>
<b>Initial Payment:</b>	N/A	\$	N/A
<b>Additional Payment:</b>	N/A	\$	N/A

**A.20 – Market-Related Contract Term Addition Producer Price Index**, applicable to I.2.1.2

**Index Name:** Western Softwood Lumber **Index Number:** 811

**A.21 – Inapplicable Provisions**

The following listed provisions are hereby made inapplicable. (Instructions: List by reference number and title.)

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D.3.4 Emergency Rate Redetermination  
E.2.1.1 Downpayment  
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G.2.3 Protection of Land Survey Monuments  
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G.8.4.1 Route of Haul  
G.8.5 Scaling Lost Products

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**A.22 – List of Special Provisions in Part K**

The following listed special provisions are attached to and made a part of this contract. Provisions with reference numbers followed by # contain blanks into which data have been entered for this contract. (Instructions: List by reference number, title, and date.)

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See Attached Sheet – Page 44